

AMENDMENTS 1 - 5

DENALI NATIONAL
PARK & PRESERVE

MAY 6 1994

RECEIVED

(Amendment #1
Letter)

George Fleharty

307 South 'B' Street

San Mateo, California 94401

Dear Concessioner:

The National Park Service is changing the annual financial reporting requirements for all concessioners with annual gross receipts of more than \$250,000. This letter is being sent to all concessioners with annual gross receipts in 1980 of more than \$250,000. When properly signed and returned by you, this letter will amend the Accounting Records and Report section of your Concession Contract No. 9100-1-002

Under the present reporting requirements, all concessioners with annual gross receipts of more than \$250,000 must submit the results of their operations on Concessioner Annual Financial Report, Form No. 10-356 (Rev. 4/79). Concessioners in this category are required to have the Primary Schedules, which are listed in Part I of the Concessioner Annual Financial Report, audited by an independent certified or licensed, public accountant in accordance with the "Standards for Audit of Governmental Organizations, Programs, Activities and Functions" prescribed by the Comptroller General of the United States as they apply to financial and compliance examinations. The auditors for the concessioners are required to utilize the "Audit Guide for National Park Service Concessioners" issued by the Department of Interior's Office of Inspector General. The auditor's report on the Primary Schedules and on compliance with the contract must accompany the Concessioner Annual Financial Report.

The revised reporting requirements which are effective for the concessioners fiscal reporting year beginning October 1, 1981, and thereafter, are as follows:

1. All concessioners with annual gross receipts between \$250,000 and \$1 million are required to have an independent certified public accountant perform a "Review" of the Primary Schedules listed in Part I of the Concessioners Annual Financial Report (Form No. 10-356, Rev. 4/79) in accordance with the auditing standards and procedures promulgated by the American Institute of Certified Public Accountants (AICPA). The auditor's report on his "Review" must accompany the Concessioner Annual Financial Report.
2. All concessioners with annual gross receipts in excess of \$1 million are required to have the Primary Schedules listed in Part I of the Concessioner


Annual Financial Report (Form No. 10-356, Rev. 4/79) audited by an independent certified public accountant in accordance with generally accepted auditing standards and procedures promulgated by the AICPA. The auditor's report on the Primary Schedules must accompany the Concessioners Annual Financial Report.

3. The "Audit Guide" prepared by the Office of the Inspector General has been dropped as a requirement and its use by independent certified public accountants is optional.
4. The use of the Concessioner Annual Financial Report (Form 10-356, Rev 4/79) remains a requirement however, the "Requirement, for Audit" section of the general instructions is temporarily superceded by the above 3 changes. This section will be corrected when the supply of forms is exhausted.

The above new reporting requirements reflect our continual efforts to be reasonable and responsive to both the public who has a vested interest in our administration of the concessions management program and to the concessioners who provide the needed services to the visiting public.

If you agree with the above changes in your reporting requirement, please indicate your approval by signing in the space provided below and return the original to me for filing with your original contract. Should you have any questions, please do not hesitate to call Joe Alston who can be reached on 907-271-4161.

Sincerely,



Regional Director

October World Ltd by Joseph L. Thibault
Concessioner X

Jan 4, 1983
Date

AMENDMENT NO. 2
CONCESSION NO. CC-9100-1-002
OUTDOOR WORLD LTD./A DIVISION OF ARA SERVICES, INC.
DENALI NATIONAL PARK AND PRESERVE

THIS AGREEMENT made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Regional Director, Alaska Region, National Park Service, hereinafter referred to as the "Secretary", and ARA Services, a corporation organized and existing under the laws of the State of Delaware, doing business as Outdoor World Ltd. hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC-9100-1-002 on September 25, 1981 whereby the Concessioner is authorized to provide facilities and services for the public within Denali National Park, during the period September 25, 1981 through October 1, 2001.

WHEREAS, the said Concession Contract has been amended by letter dated January 4, 1983; and

WHEREAS, the said Concession requires the Concessioner to submit annually as soon as possible but not later than ninety (90) days after the 30th day of September a financial statement for the preceding year; and

WHEREAS, the Concessioner operates on a calendar year fiscal basis and desires to change its annual financial statement due date to the said calendar year basis; and

WHEREAS, the Secretary has determined that it is in the public interest to permit the Concessioner to proceed on a fiscal year basis corresponding to auditing requirements of their corporation:

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CC-9100-1-002 is hereby amended as follows:

1. Amend Section 8, ACCOUNTING RECORDS AND REPORTS, as follows:

Amend subsection (a) by deleting "ninety (90) days after the 30th day of September" in lines 5 & 6, and substituting in lieu thereof "ninety (90) days after the 30th day of October".

71-23-71
Date

George E. Flaherty
Concessioner

11-10-81
Date

G. E. Cunningham
Superintendent

Amendment Number Three
Concession Contract Number CC-9100-1-002
ARA Leisure Service, Inc.
Denali National Park and Preserve

This agreement made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior through the Director, National Park Service, hereinafter referred to as the Secretary, and ARA Leisure Services, Inc., a corporation organized and existing under the laws of the State of Delaware, doing business as Denali Park Hotels, hereinafter referred to as the "Concessioner":

WITNESSETH:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC-9100-1-002 on September 25, 1981, which Concession Contract was amended by letter dated January 4, 1983, and Amendment dated April 12, 1989 (collectively referred to as the "Contract") whereby the Concessioner is required and authorized to provide facilities and services for the public within Denali National Park and Preserve, during the period from execution, through December 31, 2001; and

WHEREAS, the Contract prohibits the Concessioner from offering reduced rates to Federal employees conducting official business; and the Secretary has since modified standard contract language in accordance with PL 89-249 to now require concessioners to offer reduced rates to Federal employees conducting official business; and

WHEREAS, the Concessioner and the Secretary agree that it would be of mutual benefit and of benefit to the public to amend the Contract in accordance with the new standard contract language to require reduced rates to be offered to such Federal employees; and

WHEREAS, the Contract gives the Concessioner right of first refusal to additional services; and

WHEREAS, the Secretary has determined that a visitor transportation system ("VTS") and the associated reservation system (the "Reservation System") are necessary and appropriate services and that it is in the public interest to permit the Concessioner to provide those services; and

WHEREAS, the Concessioner has agreed to undertake and complete an improvement and building program to provide needed equipment

DENALI NATIONAL PARK - ARA LEISURE SERVICES, INC.
CONCESSIONS CONTRACT AMENDMENT NO. 3
PAGE 1 OF 5

and facilities for the VTS; and

WHEREAS, the undertaking and completion of the improvement and building program and the establishment and maintenance of the VTS and the Reservation System involve a substantial investment of capital and the assumption by the Concessioner of the risk of operating loss; and

WHEREAS, the Secretary and the Concessioner have agreed to an amended franchise fee rate pursuant to Section 9(e) of the Contract, which amended rate represents a reasonable opportunity for a profit under the terms of the Contract, as amended; and

WHEREAS, further compliance with the provisions of the National Environmental Policy Act may be required before construction required under this Amendment may commence;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Contract is hereby amended effective the date of execution hereof as follows:

1. Add to Sec. 1. (b) the following:

"In addition to the foregoing, the Concessioner shall expend not less than five million fifty thousand dollars (\$5,050,000) to undertake and complete by September 30, 1995, (i) a second improvement and building program and (ii) purchase or, take title to as a result of exercising an option to purchase, buses for the Visitor Transportation System. Required investment shall include:

1. Construction of additional bus maintenance shop facilities as directed by the Secretary and the purchase of related furnishings and equipment for bus operations.
2. Construction of additional parking for buses as directed by the Secretary.
3. Construction of employee facilities made necessary as a result of the VTS as specified by the Secretary and purchase of related furnishings and equipment.
4. Acquisition of additional buses needed for the VTS and related maintenance and service equipment, including buswasher, fuel island, and tow truck. Specifications of the buses must be approved in writing by the Secretary prior to a purchase or lease with option to buy

commitment by the Concessioner.

5. Purchase of computer equipment for the Reservation System."

2. Add to Sec. 2. (Accommodation, Facilities and Services) (a) the following:

"9. Visitor Transportation System (VTS).

10. Reservation services.

The Concessioner, in consideration of the inclusion of VTS and Reservation Services in the contract agrees that the rates to the public charged by the Concessioner for VTS and Reservation Services shall not be approved by the Secretary on the basis of comparability of rates as described in Section 3 of the contract, but, rather, shall be approved by the Secretary on the basis of charging rates to the public which are as low as feasible consistent only with a reasonable opportunity for a profit by the Concessioner on its operations as a whole under the terms of the Contract as it now exists or as it may be amended. It is agreed that such rates will not necessarily allow full recovery of operating costs by the Concessioner for providing such services, provided, however, that the Secretary agrees that any approved rates will fairly and reasonably take into consideration any adjustment to the franchise fee rate applicable to the Concessioner's operations under the Contract. The rates approved by the Secretary as of the effective date of this Third Amendment shall remain in effect through the 1996 season at which time they are subject to change if approved by the Secretary as described above.

Notwithstanding anything herein to the contrary, the parties agree that the average rate to be charged by the Concessioner for providing a single reservation and transportation on the VTS shall be Twenty Dollars (\$20.00) during the period from the effective date hereof through the end of the 1996 season, at which time they are subject to change if approved by the Secretary as described above.

The Concessioner shall acquire a possessory interest in any Concessioner Improvements made by the Concessioner as part of its improvement and building program. Notwithstanding any other provision of the Contract, possessory interest compensation to the Concessioner in the event of contract expiration or termination for any Concessioner Improvements related to the

purpose of providing VTS and Reservation Services shall be as provided for in subsection 12(c) hereof."

3. Replace Sec. 3. (a) (3) with the following:

"(a) (3) The Concessioner shall require its employees to observe a strict impartiality as to rates and services in all circumstances. The Concessioner may, subject to the prior approval of the Secretary, grant complimentary or reduced rates under such circumstances as are customary in businesses of the character conducted hereunder. The Concessioner will provide Federal employees conducting official business reduced rates for lodging, essential transportation and other specified services in accordance with procedures established by the Secretary."

4. Replace Sec. 9. (a) (2) with the following:

"(a) (2) In addition to the foregoing, a further sum equal to zero PERCENT (0%) of the Concessioner's gross receipts, as herein defined, for the preceding year, effective January 1, 1994 in consideration for the Concessioner's improvement and building program and projected losses for operation of the VTS and Reservation Services."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals

Dated at Washington D.C., this 3rd day of June 1994.

05-09-1994 12:21
08-09-94 14:31

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WASO CONCESSIONS --- ARO

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0006/006

ARA Leisure Services, Inc.

United States of America

By


Signature

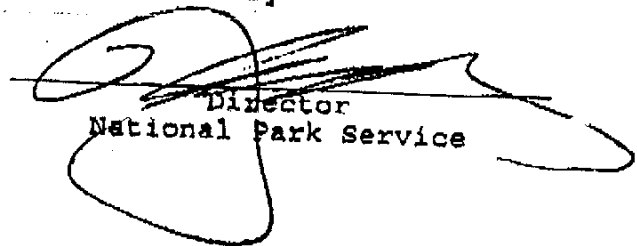
President

Title

May 16, 1994

Date


By


Director

National Park Service

Attest

By


Assistant Secretary

May 16, 1994

Title and Date

Amendment Number Four
Concession Contract Number CC-9100-1-002
ARAMARK Leisure Services, Inc.
Denali National Park and Preserve

This agreement made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Field Director, Alaska Field Area, National Park Service hereinafter referred to as the "Secretary," and ARAMARK Leisure Services, Inc. (formerly ARA Leisure Services, Inc.), doing business as Denali Park Resorts, (formerly Outdoor World Ltd. or Denali Park Hotels) a Corporation, organized and existing under the laws of the State of Delaware, hereinafter referred to as the "Concessioner":

W I T N E S S E T H:

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract No. CC-9100-1-002 on September 25, 1981, whereby Concessioner is required and authorized to provide facilities and services for the public within Denali National Park and Preserve, during the period from execution, through December 31, 2001; and

WHEREAS, the said Concession Contract has been amended by letter dated January 4, 1983, Amendments dated April 12, 1989 and June 3, 1994; and

WHEREAS, the Concessioner and the Secretary agree that *Automobile Service Station* services, in the form of gasoline and diesel fuel sales, as required under this contract are not now necessary and appropriate since gasoline and diesel fuel sales are readily available nearby outside Denali National Park; and

Whereas, the Concessioner will maintain the right of first refusal for such service during the term of the concession contract, should the Secretary determine that such service is again necessary and appropriate;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that Concession Contract No. CC-9100-1-002 is hereby amended as follows:

1. Delete Sec. 2(a) 3. (Automobile Service Station).
2. In Sec. 2(c) Add the phrase "INCLUDING AUTOMOBILE SERVICE STATIONS" AFTER "accommodation, facilities and services of the same character as required and authorized hereunder."

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, AK, This ¹⁰~~20th~~ Day of September, 1996.

ARAMARK Leisure Services, Inc.

By

James M. Sullivan

Title

President

Date

September 12, 1996

Attest

By

W. R. Anderson

Title

Secretary

United States of America

By

Paul R. Anderson

Dep. Field Director

Alaska Field Office

National Park Service

**AMENDMENT NUMBER FIVE
CONCESSIONS CONTRACT NUMBER CC-9100-1-002
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.
DENALI NATIONAL PARK AND PRESERVE**

This Amendment made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director, National Park Service, hereinafter referred to as the Secretary, and ARAMARK Sports and Entertainment Services, Inc. (formerly known as ARA Leisure Services, Inc.), a corporation organized and existing under the laws of the State of Delaware, doing business as Denali Park Resorts, hereinafter referred to as the "Concessioner":

WITNESSETH

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC-9100-1-002 on September 25, 1981, which Concession Contract was amended by letter dated January 4, 1983, Amendment dated April 12, 1989, Amendment dated June 3, 1994, and Amendment dated September 20, 1996 (collectively referred to as the "Contract") whereby the Concessioner is required and authorized to provide facilities and services for the public within Denali National Park and Preserve, during the period from execution, through October 1, 2001; and

WHEREAS, the Secretary and the Concessioner have agreed to an amended franchise fee rate pursuant to Section 9(e) of the Contract, which amended rate represents a reasonable opportunity for a profit under the terms of the Contract, as amended;

NOW, THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Contract is hereby amended effective the date of execution hereof as follows:

1. The Concessioner shall establish a Capital Improvement Account in conformance with Exhibit "H" Improvement Account Control Procedure of this Contract. Exhibit "H" shall become part of this Contract on the effective date of this Amendment.
2. Add a new Section 10, Accounts, as follows:

SECTION 10. ACCOUNTS. (a) CAPITAL IMPROVEMENT ACCOUNT

(1) As partial consideration for the privileges granted by this Contract, the Concessioner shall establish a "Capital Improvement Account" by which it will undertake, on a project basis, improvements which directly support the Concessioner's operations hereunder. The Capital Improvement Account,

**DENALI NATIONAL PARK AND PRESERVE - ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC.**

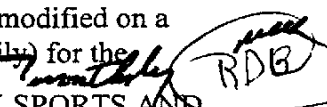
CONCESSIONS CONTRACT AMENDMENT NO. 5

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including accrued interest thereon as provided for herein, shall be used in accordance with Exhibit "H" only for construction of qualified improvements approved by the Superintendent in accordance with priorities established by the National Park Service Regional Director. Projects estimated to cost over \$1,000,000 must be approved in writing by the National Park Service Director.

(a)(2) Improvements paid for by the Concessioner which are charged against the Capital Improvement Account will not include routine, operational maintenance of facilities or housekeeping activities. Nothing in this Section shall lessen the responsibility of the Concessioner to carry out the maintenance and repair of Government Improvements as required by Sections 4 and 5 of this Contract, or otherwise, from Concessioner funds exclusive of the Capital Improvement Account. The Capital Improvement Account shall not be used for purposes for which those Sections would apply. The Concessioner shall have no ownership, Possessory Interest or other interest in improvements, the cost of which is charged against the Capital Improvement Account.

(a)(3) The Concessioner will commit \$960,000 to the Capital Improvement Account on June 1, 1998. The Capital Improvement Account shall be secured by a letter of credit as described below. The Concessioner agrees to additional commitments of \$960,000 on each of the following dates: August 31, 1998; August 31, 1999; August 31, 2000; and May 31, 2001.

The Concessioner shall cause an irrevocable standby letter of credit to be issued to the Secretary effective April 30, 1998 in the initial amount of \$960,000 (the "Letter of Credit"). The Letter of Credit shall be in the form attached hereto as Exhibit "I". Should Concessioner fail to expend funds with regard to a particular project following demand by the Secretary to do so, the Secretary shall draw upon the Letter of Credit by certifying to the issuer that Concessioner has failed to perform its obligation to fund the Capital Improvement Account projects in accordance with the terms of the Contract. The Secretary may, at his discretion, direct that the proceeds from the Letter of Credit be directed toward a third party which is owed money pursuant to the terms of its contract with Concessioner. The Letter of Credit will have an initial expiration date of April 30, 1999, but will contain a provision that the Letter of Credit will be automatically extended for successive one year periods until the costs of all improvements which are chargeable against the Capital Improvement Account have been incurred and paid by the Concessioner or the Contract has expired or been terminated. If the issuer of the Letter of Credit notifies the Concessioner that it intends not to renew the Letter of Credit, the Concessioner will obtain a substitute letter of credit and shall notify the Secretary of such substitution. The amount of the credit available under the Letter of Credit (or any substitute letter of credit) will be modified on a quarterly basis to reflect (i) interest accrued (compounded ~~daily~~ *monthly*) for the *period* 

DENALI NATIONAL PARK AND PRESERVE - ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC.

CONCESSIONS CONTRACT AMENDMENT NO. 5

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immediately preceding quarter, (ii) less any costs incurred and paid by the Concessioner which are chargeable against the amount of the Capital Improvement Account which the Concessioner is then obligated to maintain. The rate of accrued interest earned will be based on the then current value of funds to the United States Treasury as published in the Federal Reserve Statistical Release for Federal Funds. (a)(4) The Concessioner shall submit annually, no later than 120 days following the end of the Concessioner's fiscal year a statement reflecting total activity of the Capital Improvement Account for such fiscal year. The statement shall reflect the then outstanding amount of the Capital Improvement Account, a summary of expenses by project and the amount of interest earned each month during such fiscal year.

(a)(5) Advances or credits to the Capital Improvement Account by the Concessioner are not permitted. Projects will be carried out by the Concessioner as the Superintendent shall direct in writing and in advance of any expenditure being made. For all expenditures made for each project which are chargeable against the Capital Improvement Account funds, the Concessioner shall maintain records including invoices, billings, canceled checks, and other documentation satisfactory to the Secretary.

(a)(6) Upon the expiration or termination of this Contract, or upon assignment or sale of interests related to this Contract, the unexpended accrued balance of the Capital Improvement Account shall be expended by the Concessioner for approved projects or shall be paid by the Concessioner to the Secretary in such a manner that payment shall be received by the Secretary within fifteen (15) days after the last day of the Concessioner's operation. Any payment consisting of \$10,000 or more shall be deposited electronically by the Concessioner using the Treasury Financial Communications System. An interest charge will be assessed on overdue amounts for each thirty (30) day period, or portion thereof, that payment is delayed beyond the fifteen (15) day period provided for herein. The percent of interest charged will be based on the current value of funds to the United States Treasury which is published quarterly in the Treasury Fiscal Requirements Manual.

3. Renumber existing Sections 10 through 18 as Sections 11 through 19.
4. In all other respects, the Contract shall remain in full force and effect.

DENALI NATIONAL PARK AND PRESERVE - ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC.

CONCESSIONS CONTRACT AMENDMENT NO. 5

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IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Philadelphia this 3rd day of June, 1998

ARAMARK SPORTS AND
AMERICA
ENTERTAINMENT SERVICES, INC.

By: Charles M. Hollings
Name: Charles M. Hollings
Title: President

UNITED STATES OF

By: Robert R. Berlin
Regional Director
Alaska Region
National Park Service

AMENDMENT NUMBER SIX
CONCESSION CONTRACT NUMBER CC-9100-1-002 (DENA001-81)
ARAMARK SPORTS AND ENTERTAINMENT SERVICES, INC.
DENALI NATIONAL PARK & PRESERVE

This Amendment made and entered into by and between the United States of America, acting in this behalf by the Secretary of the Interior, through the Director, National Park Service, hereinafter referred to as the Secretary, and ARAMARK Sports and Entertainment Services, Inc. (formerly known as ARA Leisure Services, Inc.) a corporation organized and existing under the laws of the State of Delaware, doing business as Denali Park Resorts, hereinafter referred to as the "Concessioner";

W I T N E S S E T H

THAT WHEREAS, the Secretary and the Concessioner entered into Concession Contract CC 9100-1-002 on September 25, 1981, which Concession Contract was amended by letter dated January 4, 1983, Amendment dated April 12, 1989, Amendment dated June 3, 1994, Amendment dated September 20, 1996, and Amendment dated June 3, 1998 (collectively referred to as the "Contract") whereby the Concessioner is required and authorized to provide facilities and services for the public within Denali National Park and Preserve, during the period from execution through October 1, 2001; and

WHEREAS, the Secretary and the Concessioner have agreed to extend the contract for one year, until October 1, 2002, in order to avoid a disruption in visitor services until, following a competitive process in accordance with law and regulation, a new contract is in place; and

WHEREAS, the services authorized at the park hotel complex (hotel, gift shop, hotel dining room and snack shop, bar) and the current employee dining facility and its supporting infrastructure, will be discontinued on October 1, 2001 in accordance with the Final Entrance Area and Road Corridor Development Concept Plan for Denali National Park and Preserve. All of these changes will result in a revised land and building assignment (Exhibit "A" to the Contract); and

WHEREAS, the Secretary and the Concessioner have agreed that the current franchise fee rate covering the additional year of operation, represents a reasonable opportunity for a profit under the terms of the Contract, as amended; and

WHEREAS, the Secretary and the Concessioner have agreed upon an additional commitment by the Concessioner into the Capital Improvement Account; and

NOW THEREFORE, in consideration of the foregoing, the parties hereto covenant and agree to and with each other that the Contract is hereby amended effective the date of execution hereof as follows:

1. SEC 1. TERM OF CONTRACT (a)

- delete "shall be for the term of twenty (20) years from October 1, 1981."
- add "shall be for the term of twenty-one (21) years from October 1, 1981."

2. SEC 2. ACCOMMODATIONS, FACILITIES AND SERVICES

- (a) delete "1. Lodging accommodations"

3. EXHIBIT "A" Land Assignment

- delete the current Exhibit "A" and substitute a new one, dated 1 October, 01

4. AMENDMENT #5

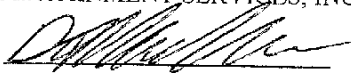
- SECTION 10. ACCOUNTS. (a)(3)
add "The concessioner agrees to an additional commitment of \$800,000 to the Capital Improvement Account on May 31, 2002."

5. In all other respects, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunder subscribed their names and affixed their seals.

Dated at Anchorage, Alaska this 1 day of October, 2001.

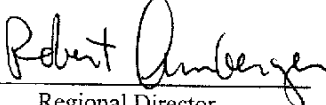
ARAMARK SPORTS AND
ENTERTAINMENT SERVICES, INC.

By: 

Name: David A. Wardle

Title: V.P. Finance

UNITED STATES OF AMERICA

By: 

Regional Director
Alaska Region
National Park Service